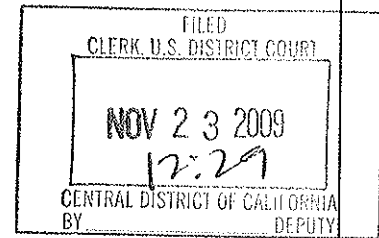


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Nexsun Corp.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NEXSUN CORP., a Texas corporation,
Plaintiff,

CASE NO. **CV09-8606ODW (SS)**
COMPLAINT FOR DAMAGES FOR:

v.

JOHN CONDO, also known as
IOANNIS KOUTSOUBOS,
individually and doing business as
DUPONT ALLIANCE; DUPONT
ALLIANCE, LLC, a Florida limited
liability company; BBDA GLOBAL
INVESTMENT FUND, LLC, a Florida
limited liability company; DAC
GLOBAL, LLC, a Florida limited
liability company; MICHAEL
ZANETTI, an individual; BBDA
ADVISORS, LLC, a Florida limited
liability company; WILLIAM
STURTEVANT, an individual; LYNN
KNOX, an individual,

Defendants.

1. VIOLATION OF SECTION
1962(c) OF THE RACKETEER
INFLUENCED AND CORRUPT
ORGANIZATIONS ACT
2. PROMISSORY FRAUD
3. NEGLIGENT
MISREPRESENTATION
4. FRAUDULENT CONCEALMENT
5. CONSPIRACY TO COMMIT
MAIL AND WIRE FRAUD
6. UNJUST ENRICHMENT
7. RESCISSION
8. DECLARATORY RELIEF
9. IMPOSITION OF A
CONSTRUCTIVE TRUST
10. FOR AN ACCOUNTING
11. CONVERSION
12. NEGLIGENCE
13. BREACH OF FIDUCIARY
DUTY

JURY TRIAL DEMANDED

1 Plaintiff Nexsun Corp. (hereinafter referred to as "Plaintiff" or "Nexsun")
2 complains and alleges against defendants John Condo, Dupont Alliance, LLC
3 ("Dupont"), BBDA Global Investment Fund, LLC ("BBDA Global"), DAC
4 Global, LLC ("DAC"), Michael Zanetti, BBDA Advisors, LLC ("BBDA
5 Advisors"), William Sturtevant and Lynn Knox as follows:
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7

8 **PARTIES**

9
10 1. At all times relevant herein, Nexsun was a corporation organized and
11 existing under the laws of the State of Texas, with its principal place of business in
12 the County of Los Angeles, State of California.
13

14 2. Plaintiff is informed and believes and thereon alleges that at all times
15 herein mentioned John Condo, also known as Ioannis Koutsoubos, was an
16 individual, doing business as Dupont Alliance, residing in the County of Pinellas,
17 State of Florida and doing business in the County of Los Angeles, State of
18 California.
19

20
21 3. Plaintiff is informed and believes and thereon alleges that at all times
22 herein mentioned Dupont was a Florida limited liability company doing business in
23 the County of Los Angeles, State of California, with its principal place of business
24 in the County of Pinellas, State of Florida.
25

26 4. Plaintiff is informed and believes and thereon alleges that at all times
27 herein mentioned BBDA Global was a Florida limited liability company doing
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1 business in the County of Los Angeles, State of California, with its principal place
2 of business in the County of Pinellas, State of Florida.

3
4 5. Plaintiff is informed and believes and thereon alleges that at all times
5 herein mentioned DAC was a Florida limited liability company doing business in
6 the County of Los Angeles, State of California, with its principal place of business
7 in the County of Pinellas, State of Florida.

8
9 6. Plaintiff is informed and believes and thereon alleges that at all times
10 herein mentioned Michael Zanetti was an individual residing in the County of
11 Pinellas, State of Florida and doing business in the County of Los Angeles, State of
12 California.

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14 7. Plaintiff is informed and believes and thereon alleges that at all times
15 herein mentioned BBDA Advisors was a Florida limited liability company doing
16 business in the County of Los Angeles, State of California, with its principal place
17 of business in the County of Pinellas, State of Florida.

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19 8. Plaintiff is informed and believes and thereon alleges that at all times
20 herein mentioned William Sturtevant was an individual residing in the County of
21 Pinellas, State of Florida and doing business in the County of Los Angeles, State of
22 California.

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24 9. Plaintiff is informed and believes and thereon alleges that at all times
25 herein mentioned Lynn Knox was an individual residing in the County of Fulton,
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1 State of Georgia and doing business in the County of Los Angeles, State of
2 California.

3
4 10. Defendants John Condo, Dupont, BBDA Global, DAC, Michael
5 Zanetti and BBDA Advisors are sometimes hereinafter collectively referred to as
6 the "Dupont Defendants."

7
8 11. Defendants John Condo, Dupont, BBDA Global, DAC, Michael
9 Zanetti, BBDA Advisors, William Sturtevant and Lynn Knox are sometimes
10 hereinafter collectively referred to as the "Defendants."

11
12 12. Plaintiff is informed and believes and thereon alleges that at all times
13 relevant, there existed a unity of interest and ownership among the Dupont
14 Defendants such that any individuality and separateness of such defendants ceased,
15 such that if the acts alleged below are treated as those of the defendants' alone, an
16 inequitable result will follow.

17
18 13. Plaintiff is informed and believes, and based upon such information
19 and belief alleges, that the Dupont Defendants, and each of them, are and were the
20 agents, servants, employees, partners, joint ventures, members and alter egos of
21 each other, and that in doing the things alleged herein, they acted within the scope
22 of such relationship and/or authority.
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JURISDICTION AND VENUE

14. The Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1367.

15. This Court has personal jurisdiction over Defendants because they purposefully directed their activities as described herein towards residents of the State of California. This lawsuit arises out of or relates to those activities. The exercise of personal jurisdiction over Defendants is reasonable and comports with traditional notions of fair play and substantial justice.

16. Venue is proper in this District pursuant to 28 U.S.C. § 1331(b)(2).

GENERAL ALLEGATIONS

17. Nexsun is a developer of renewable fuel projects.

18. The total capital costs of a typical renewable fuel project can exceed One Hundred Million Dollars (\$100,000,000).

19. In or about mid-2008, Nexsun met with a commercial loan broker, defendant Lynn Knox.

20. At that time, Lynn Knox advised Nexsun that he and his partner, defendant William Sturtevant, were also the agents and authorized representatives for a group based in Clearwater, Florida, which was described as a potential source of funding for Nexsun. Lynn Knox later indentified this group as "Dupont," which he described as a company that (a) was in the business of making equity

1 investments in renewable fuel projects, (b) controlled hundreds of millions of
2 dollars and (c) that a significant portion of those funds were earmarked for
3 investment in renewable fuel projects.
4

5 21. Plaintiff is informed and believes, and based upon such information
6 and belief alleges, that prior to mid 2008, the Dupont Defendants came together
7 with the common shared purpose to defraud investors, including but not limited to
8 Nexsun, and collecting profits from these unlawful activities (the "Conspiracy").
9
10

11 22. In early July 2008, Nexsun's then Chief Executive Officer, Dr. James
12 Latty, and its then Chief Financial Officer, Howard Nilsen, traveled from
13 California to Florida to meet with and on or about July 8, 2008 met with John
14 Condo, who represented himself as being Dupont, BBDA Global and DAC's
15 Managing Member. Lynn Knox and William Sturtevant also attended and
16 participated in the meeting. At or about the time of this meeting, Messrs. Latty and
17 Nilsen were advised that Michael Zanetti was BBDA Global's authorized agent
18 and agent and that he would be Nexsun's primary contact person in future dealings
19 with BBDA Global.
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23 23. During the course of the July 8, 2008 meeting, Mr. Condo stated that,
24 on behalf of several dozen high net worth investors from around the globe, BBDA
25 Global managed an investment fund.
26
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1 24. Also during the July 8, 2008 meeting, John Condo outlined a model
2 by which the Dupont Defendants would consider investing in renewable fuel
3 projects proposed by Nexsun. In particular, John Condo indicated that the Dupont
4 Defendants were interested in investing one hundred percent (100%) of the capital
5 required to complete renewable fuel projects proposed by Nexsun.
6
7

8 25. During the course of the meeting, John Condo informed Messrs. Latty
9 and Nilsen that in order to proceed with the Dupont Defendants' investment in
10 Nexsun's projects, Nexsun would be required to deposit certain funds with the
11 Dupont Defendants. John Condo assured Messrs. Latty and Nilsen that if the deal
12 did not close, Nexsun's contemplated deposit would be fully refundable.
13
14

15 26. On or about August 25, 2008, by means of electronic mail, interstate
16 telephone calls, and/or U.S. Mail, the Dupont Defendants presented Nexsun with a
17 letter of intent and deposit for investment agreement (hereinafter collectively
18 referred to as the "LOI"), whereby the Dupont Defendants represented that they
19 had a "definitive interest" in investing the sum of Three Hundred Thirty Million
20 Dollars (\$330,000,000) into renewable fuel projects proposed by Nexsun (the
21 "Nexsun Projects"). A true and correct copy of the LOI is attached hereto as
22 Exhibit "A" and is incorporated herein by this reference.
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1 27. Pursuant to the LOI, on or about September 2, 2008, Nexsun caused
2 the sum of Three Hundred Thousand Dollars (\$300,000) to be wired to the Dupont
3 Defendants (the "Refundable Deposit").
4

5 28. Pursuant to the LOI, upon their receipt of the Refundable Deposit, the
6 Dupont Defendants were required to provide Nexsun with documentation, a so-
7 called Safe-Keeping Receipt, which reflected that Nexsun was assigned a portion
8 of a Standby Letter of Credit issued to the Dupont Defendants.
9
10

11 29. After Nexsun remitted the Refundable Deposit to the Dupont
12 Defendants, the Dupont Defendants provided Nexsun with a document that
13 purported to memorialize that the sum of \$300,000 Euros was assigned to Nexsun
14 pursuant to a Standby Letter of Credit that was allegedly issued to the Dupont
15 Defendants (hereinafter referred to as the "Lloyds Letter"). A true and correct
16 copy of the Lloyds Letter is attached hereto as Exhibit "B" and is incorporated
17 herein by this reference.
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21 30. Because relevant portions of the Lloyds Letter were redacted, Nexsun
22 was unable to confirm the authenticity of the document or the existence of the
23 underlying funds. Despite multiple requests by Nexsun, the Dupont Defendants
24 refused to provide Nexsun with an unredacted copy of the Lloyds Letter and/or
25 provide Nexsun with a means of verifying the document's authenticity.
26
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1 31. On or about November 17, 2008, by means of electronic mail,
2 interstate telephone calls, and/or U.S. Mail, pursuant to the terms of a document
3 denoted Conditional Commitment Letter (hereinafter referred to as the "CCL"), the
4 Dupont Defendants conditionally committed to making a Three Hundred Thirty
5 Million Dollars (\$330,000,000) investment with Nexsun for the acquisition,
6 development and construction of the Nexsun Projects. A true and correct copy of
7 the CCL is attached hereto as Exhibit "C" and is incorporated herein by this
8 reference.
9

10
11
12 32. Pursuant to the CCL and LOI, the Dupont Defendants' funding
13 obligations were required to occur within thirty (30) days following the parties'
14 execution of a document denoted as the Master Investment Agreement (hereinafter
15 referred to as the "MIA"). A true and correct copy of the MIA is attached hereto
16 as Exhibit "D" and is incorporated herein by this reference.
17

18
19 33. As of May 20, 2009, the MIA was fully executed.
20

21 34. Nexsun satisfied all the terms and conditions necessary to trigger the
22 Dupont Defendants' funding obligations.

23 35. Pursuant to the MIA, the Dupont Defendants were obligated to invest
24 the sum of Three Hundred Thirty Million Dollars (\$330,000,000) for the
25 development of the Nexsun Projects within thirty (30) days after its execution.
26
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1 36. On May 29, 2009, pursuant to the Conspiracy, the Dupont Defendants
2 advised Nexsun that the funding date under the MIA would be October 6, 2009,
3 which was more than four (4) months after the MIA was fully executed. Nexsun's
4 objections to the protracted delay in funding were ignored by the Dupont
5 Defendants. Said delays have and continue to cause substantial injury and damage
6 to Nexsun, in an amount believed to be in excess of Two Million Dollars
7 (\$2,000,000).
8

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11 37. Despite representations made by means of electronic mail, interstate
12 telephone calls, and/or U.S. Mail, the Dupont Defendants failed and continue to
13 fail to invest the sum Three Hundred Thirty Million Dollars (\$330,000,000) for the
14 development of the Nexsun Projects or return the Refundable Deposit or provide
15 an accounting of its rents, issues and profits.
16

17
18 38. Plaintiff is informed and believes, and based upon such information
19 and belief alleges, that the representations made to Nexsun by the Dupont
20 Defendants regarding their finances and intentions and their funding obligations
21 were knowingly false when made, and were made by each of them with the intent
22 and effect of inducing Nexsun enter into the LOI, CCL and MIA and to remit the
23 Refundable Deposit to the Dupont Defendants.
24

25
26 39. On or about August 9, 2009, in furtherance of the Conspiracy's
27 objectives, John Condo met with Nexsun's Chairman and Vice President in Los
28

1 Angeles, California. During this meeting John Condo again assured Nexsun that
2 the Condo Defendants' investment in the Nexsun Projects would be funded on
3 October 6, 2009.
4

5 40. Following the Dupont Defendants' failure to fund their investment in
6 the Nexsun Projects, Nexsun demanded that the Dupont Defendants return the
7 Refundable Deposit and provide it with an accounting of their use and disposition
8 of any funds. Despite Nexsun's demand, the Dupont Defendants failed and
9 refused to return the Refundable Deposit and failed to invest the sum of Three
10 Hundred Thirty Million Dollars (\$330,000,000) into the Nexsun Projects and failed
11 to provide an accounting.
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14

15 41. Plaintiff is informed and believes, and based upon such information
16 and belief alleges, that the Dupont Defendants knowingly developed and
17 perpetrated the above-described scheme with the effect of and intent to induce
18 Nexsun to enter into the LOI, CCL and MIA and to defraud Nexsun out of the
19 Refundable Deposit.
20
21

22 42. Plaintiff is informed and believes, and based upon such information
23 and belief alleges, over the past ten (10) years that, pursuant to the Conspiracy, the
24 Dupont Defendants have perpetrated this or similar schemes to defraud other
25 companies or individuals.
26
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28

1 43. The foregoing acts, events and omissions have proximately caused
2 injury and damage to Nexsun in the County of Los Angeles, State of California.
3

4 **FIRST CLAIM FOR RELIEF**

5 (Against the Dupont Defendants for Violation of 18 U.S.C. § 1962(c))
6

7 44. The allegations contained in paragraphs 1 through 43 hereof are
8 hereby incorporated by reference as though fully set forth herein.
9

10 45. The Dupont Defendants are “persons” within the meaning of 18 U.S.C.
11 § 1961(3).

12 46. Plaintiff is informed and believes, and based upon such information
13 and belief alleges, that the Dupont Defendants conspired among themselves with
14 the common goal of defrauding Nexsun through the schemes described more fully
15 above.
16

17 47. The Conspiracy involved numerous and repeated interstate and
18 foreign wire, mail, telephonic and electronic communications from the Dupont
19 Defendants, which were intended to defraud and in fact defrauded Nexsun.
20
21

22 48. The Dupont Defendants, and each of them, committed multiple
23 violations of the acts of mail and wire fraud, 18 U.S.C. §§ 1341 and 1343, through
24 numerous and repeated communications which induced Nexsun to enter into the
25 LOI, CCL and MIA and to remit the Refundable Deposit to the Dupont Defendants.
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1 49. The Dupont Defendants are “enterprises” within the meaning of 18
2 U.S.C. § 1961(4). At all relevant times, the Dupont Defendants were engaged in or
3 affecting foreign commerce and had a common goal of defrauding Nexsun and
4 other companies or individuals.
5

6 50. Alternatively, the Dupont Defendants are an “association-in-fact
7 enterprise” within the meaning of 18 U.S.C. § 1961(4). At all relevant times, this
8 association-in-fact enterprise was engaged in or affecting foreign and interstate
9 commerce, and had a common goal of defrauding Nexsun pursuant to the
10 Conspiracy.
11

12 51. The Dupont Defendants are distinct enterprises in or affecting foreign
13 or interstate commerce. The Dupont Defendants, and each of them, directly
14 participated in directing, managing and operating the Dupont Defendants’ affairs
15 through the use of fraudulent electronic mail, interstate telephone calls, and/or U.S.
16 Mail.
17

18 52. The Dupont Defendants, and each of them, knowingly and
19 intentionally engaged in, and/or conspired to engage in, a pattern of racketeering
20 activities that included, but was not limited to, the fraudulent investment scheme
21 described above, and included similar investment schemes that were perpetrated by
22 them on other victims.
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1 53. Plaintiff is informed and believes, and based upon such information
2 and belief alleges, that the Dupont Defendants, and each of them, have independent
3 personal stakes in achieving the Dupont Defendants' illegal objectives.
4

5 54. Plaintiff is informed and believes, and based upon such information
6 and belief alleges, that the Dupont Defendants, and each of them, funded the
7 Dupont Defendants' activities with funds they obtained from racketeering activities.
8

9 55. Plaintiff is informed and believes, and based upon such information
10 and belief alleges, that the Dupont Defendants' pattern of racketeering activities is
11 recurring, and numerous other individuals/entities were victimized by the Dupont
12 Defendants' fraudulent schemes. Furthermore, there is a real threat that the
13 Dupont Defendants' pattern of racketeering activities is continuing.
14

15 56. The Dupont Defendants' actions were in violation of 18 U.S.C. §
16 1962(c).
17

18 57. The Dupont Defendants' activities were a direct and foreseeable cause
19 of Nexsun's injury to its business interests in an amount according to proof, but
20 believed to be in excess of Two Million Dollars (\$2,000,000).
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22 58. Pursuant to 18 U.S.C. § 1964, Nexsun is entitled to treble damages in
23 an amount according to proof.
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SECOND CLAIM FOR RELIEF

(Against the Dupont Defendants for Promissory Fraud)

59. The allegations contained in paragraphs 1 through 43 hereof are hereby incorporated by reference as though fully set forth herein.

60. As more fully set forth above, within the last two (2) years, the Dupont Defendants, and each of them, by and through their authorized agents, John Condo and Michael Zanetti falsely and fraudulently represented to Nexsun's officers and executives, among others, that:

a. the Dupont Defendants controlled hundreds of millions of dollars of investment capital earmarked for investment into renewable fuel projects;

b. the Dupont Defendants had the ability and desire to invest the sum of Three Hundred Thirty Million Dollars (\$330,000,000) to facilitate the development of the Nexsun Projects;

c. the Dupont Defendants' investment into the Nexsun Projects would be funded within thirty (30) after signing of the MIA;

d. the Dupont Defendants would provide Nexsun with verifiable proof of the availability of funding for the Nexsun Projects;

1 e. the Dupont Defendants would provide Nexsun with an
2 assignment of funds on deposit with a foreign bank for Nexsun's benefit and
3 protection and that such information would be fully verifiable; and
4

5 f. the Refundable Deposit would be fully refundable if the Dupont
6 Defendants failed to fund the investment.
7

8 61. The representations made by the Dupont Defendants, and each of
9 them, were in fact false. The true facts were that:
10

11 a. the Dupont Defendants lacked the funds to invest the sum of
12 Three Hundred Thirty Million Dollars (\$330,000,000) to facilitate the development
13 of the Nexsun Projects;
14

15 b. the Dupont Defendants did not have access to or controlled
16 sufficient investment funds to enable them to make a Three Hundred Thirty
17 Million Dollar (\$330,000,000) investment for development of the Nexsun Projects;
18

19 c. the Dupont Defendants had no intention of funding the Nexsun
20 Projects;
21

22 d. the Dupont Defendants did not intend to provide Nexsun with
23 verifiable proof of the availability of funding for the Nexsun Projects;
24

25 e. the Dupont Defendants did not intend to provide Nexsun with
26 an assignment of funds on deposit with a foreign bank for Nexsun's benefit; and
27
28

1 f. the Dupont Defendants did not intend to return the Refundable
2 Deposit if the Dupont Defendants failed to fund the investment.

3
4 62. Plaintiff is informed and believes, and based upon such information
5 and belief alleges, that when the Dupont Defendants, by and through their
6 authorized agents, made the aforementioned representations to Nexsun, they knew
7 them to be false and these representations were made by the Dupont Defendants
8 with the intent to defraud and deceive Nexsun and with the intent to induce Nexsun
9 to rely thereon to its detriment as more particularly alleged herein.
10

11
12 63. When the Dupont Defendants made the aforementioned
13 representations, Nexsun was ignorant of the falsity of the Dupont Defendants'
14 representations and believed them to be true. In reliance on these representations,
15 Nexsun was induced to enter into the LOI, CCL and MIA and wired the
16 Refundable Deposit to the Dupont Defendants. Had Nexsun known the true facts,
17 it would not have taken such action. Nexsun's reliance on the Dupont Defendants'
18 representations was justified. Despite its exercise of reasonable diligence, Nexsun
19 could not have discovered the truth of the Dupont Defendants' representations due
20 to the Dupont Defendants' false representations and acts of concealment.
21
22

23
24 64. As a direct and proximate result of the Dupont Defendants' fraudulent
25 misrepresentations, Nexsun has suffered damages in an amount according to proof
26 at trial, but believed to be in excess of Two Million Dollars (\$2,000,000).
27
28

1 65. The aforementioned conduct of the Dupont Defendants, and each of
2 them, was an intentional misrepresentation, deceit or concealment of a material
3 fact known to the Dupont Defendants thereby causing injury and was despicable
4 conduct that subjected Nexsun to cruel and unjust hardship in conscious disregard
5 of Nexsun's rights so as to justify an award of exemplary and punitive damages,
6 according to proof at trial.
7

8
9 **THIRD CLAIM FOR RELIEF**
10

11 (Against the Dupont Defendants for Negligent Misrepresentation)

12 66. The allegations contained in paragraphs 1 through 43 hereof are
13 hereby incorporated by reference as though fully set forth herein.
14

15 67. The Dupont Defendants, and each of them, by and through their
16 authorized agents, John Condo and Michael Zanetti made the false representations,
17 as alleged in paragraph 60 *supra*, without reasonable grounds for believing that
18 said representations were true.
19

20 68. Plaintiff is informed and believes, and based upon such information
21 and belief alleges, that the Dupont Defendants, and each of them, made the false
22 representations, as alleged in paragraph 60 *supra*, with the intent to defraud and
23 deceive Nexsun and with the intent to induce Nexsun to act in the matter herein
24 alleged.
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1 69. When the Dupont Defendants made the aforementioned
2 representations, Nexsun was ignorant of the falsity of the Dupont Defendants'
3 representations and believed them to be true. In reliance on these representations,
4 Nexsun was induced to enter into the LOI, CCL and MIA and wired the
5 Refundable Deposit to the Dupont Defendants. Had Nexsun known the true facts,
6 it would not have taken such action. Nexsun's reliance on the Dupont Defendants'
7 representations was justified.
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11 70. As a direct and proximate result of the Dupont Defendants' false
12 representations, Nexsun has suffered damages in an amount according to proof, but
13 believed to be in excess of Two Million Dollars (\$2,000,000).
14

15 **FOURTH CLAIM FOR RELIEF**

16 (Against the Dupont Defendants for Fraudulent Concealment)
17

18 71. The allegations contained in paragraphs 1 through 43 hereof are
19 hereby incorporated by reference as though fully set forth herein.
20

21 72. The Dupont Defendants, and each of them, concealed or suppressed
22 the following material facts from Nexsun:
23

24 a. the Dupont Defendants lacked the ability to invest the sum of
25 Three Hundred Thirty Million Dollars (\$330,000,000) to facilitate the development
26 of the Nexsun Projects;
27
28

1 b. that John Condo and/or other affiliates of the Dupont
2 Defendants had previously been sued by the U.S. Securities and Exchange
3 Commission and forced to disgorge profits from an investment scheme;

4 c. the Dupont Defendants were the subject of multiple on-going
5 criminal investigations;

6 d. the Dupont Defendants did not represent a group of investors
7 and had no access or control of hundreds of millions of dollars in investment funds
8 earmarked for investment in renewable fuel projects;

9 e. the Dupont Defendants did not intend to return the Refundable
10 Deposit if the Dupont Defendants failed to fund the investment;

11 f. the investment in the Nexsun Projects would not be funded
12 within thirty (30) days of the signing of the MIA;

13 g. the Dupont Defendants intended to utilize Refundable Deposit
14 for their own pecuniary benefit; and

15 h. that other developer groups had lost confidence in the Dupont
16 Defendants and had demanded the return of their investments.

17 73. As a result of the parties' dealings and relationship, the Dupont
18 Defendants had a duty to disclose to Nexsun the above-referenced facts.

19 74. With the intent to defraud Nexsun, the Dupont Defendants
20 intentionally concealed and/or suppressed the material facts noted above.
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1 75. At all times relevant herein, Nexsun was unaware of the facts the
2 Dupont Defendants concealed or suppressed from Nexsun and Nexsun would not
3 have acted as it did if it had known of the concealed or suppressed fact.
4

5 76. As a direct and proximate result of the Dupont Defendants'
6 concealment or suppression of material facts, Nexsun sustained damages in an
7 amount according to proof, but believed to be in excess of Two Million Dollars
8 (\$2,000,000).
9
10

11 77. The aforementioned conduct of the Dupont Defendants, and each of
12 them, was an intentional misrepresentation, deceit or concealment of a material
13 fact known to the Dupont Defendants thereby causing injury and was despicable
14 conduct that subjected Nexsun to cruel and unjust hardship in conscious disregard
15 of Nexsun's rights so as to justify an award of exemplary and punitive damages,
16 according to proof at trial.
17
18

19 **FIFTH CLAIM FOR RELIEF**
20

21 (Against the Dupont Defendants for Conspiracy to Commit Mail and Wire Fraud)

22 78. The allegations contained in paragraphs 1 through 43 hereof are
23 hereby incorporated by reference as though fully set forth herein.
24

25 79. The Dupont Defendants, and each of them, with knowledge of some
26 or all of each other's acts, intentionally participated in a scheme to defraud
27 Nexsun.
28

1 80. As described in more detail above, the Dupont Defendants, and each
2 of them, communicated to Nexsun by means of electronic mail, interstate
3 telephone calls, and/or U.S. Mail in further of the Conspiracy and with the intent to
4 defraud Nexsun in violation of 18 U.S.C. §§ 1341 and 1343.
5

6 81. As a direct and proximate result of the conspiracy committed by the
7 Dupont Defendants, Nexsun sustained damages in a sum according to proof at trial,
8 but believed to be in excess of Two Million Dollars (\$2,000,000).
9
10

11 82. The aforementioned conduct of the Dupont Defendants, and each of
12 them, was an intentional misrepresentation, deceit or concealment of a material
13 fact known to the Dupont Defendants thereby causing injury and was despicable
14 conduct that subjected Nexsun to cruel and unjust hardship in conscious disregard
15 of Nexsun's rights so as to justify an award of exemplary and punitive damages,
16 according to proof at trial.
17
18

19 **SIXTH CLAIM FOR RELIEF**
20

21 (Against the Dupont Defendants for Unjust Enrichment)

22 83. The allegations contained in paragraphs 1 through 43 hereof are
23 hereby incorporated by reference as though fully set forth herein.
24

25 84. Within the last two (2) years, Nexsun remitted the Refundable Deposit
26 to the Dupont Defendants.
27
28

1 85. No part of the Refundable Deposit has been repaid, notwithstanding
2 Nexsun's demand for repayment because the Dupont Defendants failed to invest
3 the sum of Three Hundred Thirty Million Dollars (\$330,000,000) to facilitate the
4 development of the Nexsun Projects within thirty (30) days after full execution of
5 the MIA or otherwise.
6

7
8 86. In light of the Dupont Defendants' conduct as alleged above, it would
9 be unjust for the Dupont Defendants to retain the benefits they obtained from
10 Nexsun.
11

12 **SEVENTH CLAIM FOR RELIEF**

13
14 (Against Defendant BBDA Global for Rescission)

15 87. The allegations contained in paragraphs 1 through 43 hereof are
16 hereby incorporated by reference as though fully set forth herein.
17

18 88. In order to induce Nexsun to enter into the LOI, CCL and MIA, the
19 Dupont Defendants concealed or suppressed the material fact that they lacked the
20 ability to invest the sum of Three Hundred Thirty Million Dollars (\$330,000,000)
21 to facilitate the development of the Nexsun Projects.
22

23 89. At all times relevant herein, Nexsun was unaware of the fact that the
24 Dupont Defendants lacked the intent and ability to fund the Nexsun Projects and
25 Nexsun would not have entered into the LOI, CCL and MIA if it had known of the
26 concealed or suppressed fact.
27
28

1 90. Nexsun intends services of the summons and complaint in this action
2 to serve as further notice of rescission of the LOI, CCL and MIA, and hereby
3 demand that the Dupont Defendants restore to Nexsun the sum of Three Hundred
4 Thousand Dollars (\$300,000), plus interest thereon at the legal rate, according to
5 proof at trial.
6

7
8 **EIGHTH CLAIM FOR RELIEF**

9 (Against Defendant BBDA Global for Declaratory Relief)
10

11 91. The allegations contained in paragraphs 1 through 43 hereof are
12 hereby incorporated by reference as though fully set forth herein.
13

14 92. An actual controversy has arisen and now exists among Plaintiff, on
15 the one hand, and the Dupont Defendants, on the other hand, with respect to the
16 validity and enforceability of the LOI, CCL and MIA.
17

18 93. Nexsun seeks a judicial determination of its rights, duties and
19 obligations with respect to the LOI, CCL and MIA and a declaration that the LOI,
20 CCL and MIA are subject to rescission and unenforceable due to the Dupont
21 Defendants' fraudulent actions and omissions, as more fully set forth above.
22

23 94. A judicial determination is necessary and appropriate at this time
24 under the circumstances in order that Nexsun may ascertain its rights and
25 obligations and further to prevent Nexsun from suffering additional damages.
26
27
28

NINTH CLAIM FOR RELIEF

(Against the Dupont Defendants for Imposition of a Constructive Trust)

95. The allegations contained in paragraphs 1 through 43 hereof are hereby incorporated by reference as though fully set forth herein.

96. The Dupont Defendants' actions and omissions are alleged herein were fraudulent.

97. Nexsun is informed and believes and thereon alleges that the Refundable Deposit is in the Dupont Defendants' possession, custody or control or in possession, custody or control of persons/entities closely related to the Dupont Defendants.

98. Nexsun is entitled to the imposition of a constructive trust by which the Dupont Defendants are bound to act as constructive trustees and to hold in trust for Nexsun's benefit the Refundable Deposit and the rents, issues and profits thereof pending the resolution of this proceeding.

99. Nexsun is informed and believes and thereon alleges that, unless enjoined by this Court, the Dupont Defendants will dissipate and/or transfer the Refundable Deposit as well as the rents, issues and profits thereof.

1 **TENTH CLAIM FOR RELIEF**

2 (Against the Dupont Defendants for an Accounting)

3
4 100. The allegations contained in paragraphs 1 through 43 hereof are
5 hereby incorporated by reference as though fully set forth herein.

6
7 101. The Dupont Defendants received from Nexsun the sum of Three
8 Hundred Thousand Dollars (\$300,000) to facilitate the development of the Nexsun
9 Projects, all or portions of which are due to Nexsun. The exact amount of money
10 due from the Dupont Defendants to Nexsun is unknown to Nexsun and cannot be
11 ascertained without an accounting of the records showing, among other things, the
12 Dupont Defendants' receipts and disbursements, including an accounting of the
13 rents, issues and profits derived from the Dupont Defendants' use of the
14 Refundable Deposit.
15
16

17
18 102. Nexsun demanded that the Dupont Defendants account for the
19 aforementioned transaction and pay all amounts due to Nexsun, but the Dupont
20 Defendants failed and refused, and continue to fail and refuse, to render the
21 accounting and pay Nexsun.
22

23 **ELEVENTH CLAIM FOR RELIEF**

24 (Against the Dupont Defendants for Conversion)

25
26 103. The allegations contained in paragraphs 1 through 43 hereof are
27 hereby incorporated by reference as though fully set forth herein.
28

1 104. On or about September 2, 2008, the Dupont Defendants received the
2 Refundable Deposit from Nexsun to facilitate the development of the Nexsun
3 Projects.
4

5 105. Despite the fact that the Dupont Defendants have not facilitated the
6 development the Nexsun Projects, the Dupont Defendants failed to comply with
7 Nexsun's demand for the return of the Refundable Deposit. The Dupont
8 Defendants thereby converted the Refundable Deposit to their own personal use.
9
10

11 106. As a result of the Defendants' conversion of the Refundable Deposit,
12 Nexsun sustained damages in a sum according to proof at trial.
13

14 107. The Dupont Defendants' conduct as described above, involved malice,
15 oppressions and fraud, and such conduct was clearly despicable and it subjected
16 Nexsun to cruel and unjust hardship in conscious disregard of Nexsun's rights so
17 as to justify an award of exemplary and punitive damages, according to proof at
18 trial.
19

20
21 **TWELFTH CLAIM FOR RELIEF**

22 (Against Defendants William Sturtevant
23 and Lynn Knox for Negligence)
24

25 108. The allegations contained in paragraphs 1 through 43 hereof are
26 hereby incorporated by reference as though fully set forth herein.
27
28

1 109. In or about mid-2008, William Sturtevant and Lynn Knox undertook
2 to act as commercial loan brokers for Nexsun. As a result of Nexsun's retention of
3 Messrs. Sturtevant and Knox, they owed a duty of care in performing professional
4 services on Nexsun's behalf.
5

6 110. Defendants William Sturtevant and Lynn Knox breached their duty of
7 care when they failed to exercise due diligence regarding their efforts to secure
8 funding for Nexsun with the Dupont Defendants.
9
10

11 111. As a direct and proximate result of William Sturtevant and Lynn
12 Knox's aforementioned negligent conduct, Nexsun sustained actual damages in an
13 amount according to proof at trial, but believed to be in excess of Two Million
14 Dollars (\$2,000,000).
15

16 **THIRTEENTH CLAIM FOR RELIEF**

17 (Against Defendants William Sturtevant

18 and Lynn Knox for Breach of Fiduciary Duty)
19
20

21 112. The allegations contained in paragraphs 1 through 43 hereof are
22 hereby incorporated by reference as though fully set forth herein.
23

24 113. Defendants William Sturtevant and Lynn Knox had a special
25 relationship with Nexsun, in that Messrs. Sturtevant and Knox assumed a fiduciary
26 position in relation to their efforts to secure funding for Nexsun with the Dupont
27 Defendants. As such, Messrs. Sturtevant and Knox were fiduciaries as to Nexsun.
28

1 114. Defendants William Sturtevant and Lynn Knox, and each of them,
2 owed a duty of utmost care integrity, honesty and loyalty toward Nexsun.
3

4 115. Defendants William Sturtevant and Lynn Knox breached their
5 respective fiduciary duties to Nexsun by, among other things, failing to conduct
6 due diligence regarding their efforts to secure funding for Nexsun with the Dupont
7 Defendants. Nexsun was lured into the transaction believing that William
8 Sturtevant and Lynn Knox had properly vetted the Dupont Defendants.
9
10

11 116. As a direct and proximate result of Messrs. Sturtevant and Knox's
12 breaches of their fiduciary duties, Nexsun suffered damages in an amount
13 according to proof, but believed to be in excess of Two Million Dollars
14 (\$2,000,000).
15

16 117. Defendants William Sturtevant and Lynn Knox's conduct as described
17 above, involved malice, oppressions and fraud, and such conduct was clearly
18 despicable and it subjected Nexsun to cruel and unjust hardship in conscious
19 disregard of Nexsun's rights so as to justify an award of exemplary and punitive
20 damages, according to proof at trial.
21
22

23 **PRAYER FOR RELIEF**
24

25 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of
26 them, as follows:
27
28

1 **ON THE FIRST CLAIM FOR RELIEF**

2 1. For an award of compensatory damages according to proof at trial,
3
4 believed to be in excess of Two Million Dollars (\$2,000,000);

5 2. For an award of treble damages according to proof at trial;

6
7 3. For reasonable attorneys' fees according to proof at trial;

8 **ON THE SECOND, THIRD, FOURTH, FIFTH AND THIRTEENTH**

9 **CLAIMS FOR RELIEF**

10
11 4. For an award of compensatory damages according to proof at trial,
12 believed to be in excess of Two Million Dollars (\$2,000,000);

13
14 5. For an award of punitive damages according to proof at trial;

15 **ON THE SIXTH, TENTH, ELEVENTH AND TWELFTH CLAIMS FOR**

16 **RELIEF**

17
18 6. For an award of compensatory damages according to proof at trial,
19 believed to be in excess of Two Million Dollars (\$2,000,000);

20 **ON THE SEVENTH CLAIM FOR RELIEF**

21
22 7. For rescission of the LOI, CCL and MIA;

23 8. That Defendants be ordered to pay Plaintiff the sum of Three Hundred
24
25 Thousand Dollars (\$300,000);

ON THE EIGHTH CLAIM FOR RELIEF

9. For a judicial declaration of Plaintiff's rights and obligations with respect to the LOI, CCL and MIA and in particular for a declaration that said agreements are void and unenforceable.

ON THE NINTH CLAIM FOR RELIEF

10. For an order declaring that Defendants hold the Refundable Deposit in trust for Plaintiff

11. That Defendants be ordered to pay Plaintiff a sum equivalent to the Refundable Deposit, as well as all rents and profits Defendants received from their use of the Refundable Deposit.

ON ALL CLAIMS FOR RELIEF

12. For costs of suit incurred herein;

13. An award of pre-judgment and post-judgment interest according to proof at trial; and

14. Such other and further relief as the Court may deem just and proper.

Dated: November 23, 2009

Respectfully submitted,

LEE & KENT

By:

O. Andrew Wheaton
Attorneys for Plaintiff
Nexsun Corp.

DEMAND FOR JURY TRIAL

Plaintiff Nexsun Corp. hereby demands a trial by jury of all claims in this action.

Dated: November 23, 2009

Respectfully submitted,

LEE & KENT

By: _____

O. Andrew Wheaton
Attorneys for Plaintiff
Nexsun Corp.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Otis D. Wright II and the assigned discovery Magistrate Judge is Suzanne H. Segal.

The case number on all documents filed with the Court should read as follows:

CV09- 8606 ODW (SSx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

O. Andrew Wheaton, Esq. (SB#151811)
 LEE & KENT
 915 Wilshire Blvd., Ste 2050
 Los Angeles, CA 90017, (213) 542-4232

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

NEXSUN CORP., a Texas corporation,

CASE NUMBER

PLAINTIFF(S)

CV 09-86060DW (SSx)

v.

JOHN CONDO, also know as IOANNIS KOUTSOUBOS, individually
 and doing business as DUPONT ALLIANCE; DUPONT ALLIANCE,
 LLC, a Florida limited liability company; BBDA GLOBAL
 INVESTMENT FUND, LLC, a Florida limited liability company;
 DAC GLOBAL, LLC, a Florida limited liability company; MICHAEL
 ZANETTI, an individual; BBDA ADVISORS, LLC, a Florida limited
 liability company; WILLIAM STURTEVANT, an individual;
 LYNN KNOX, an individual, DEFENDANT(S).

SUMMONS

COPY

TO: DEFENDANT(S): JOHN CONDO, individually and doing business as DUPONT ALLIANCE; DUPONT ALLIANCE, LLC, a Florida limited liability company; BBDA GLOBAL INVESTMENT FUND, LLC, a Florida limited liability company; DAC GLOBAL, LLC, a Florida limited liability company; MICHAEL ZANETTI, an individual; BBDA ADVISORS, LLC, a Florida limited liability company; WILLIAM STURTEVANT, an individual; LYNN KNOX, an individual,

A lawsuit has been filed against you.

Within 90 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☐ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, _____, whose address is _____. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 23 NOV 2009By: SHEA BOURGEOIS

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)
 NEXSUN CORP., a Texas corporation

COPY

DEFENDANTS JOHN CONDO, also know as IOANNIS KOUTSOUBOS, Individually and doing business as DUPONT ALLIANCE; DUPONT ALLIANCE, LLC, a Florida limited liability company; BBDA GLOBAL INVESTMENT FUND, LLC, a Florida limited liability company; DAC GLOBAL, LLC, a Florida limited liability company; MICHAEL ZANETTI, an individual; BBDA ADVISORS, LLC, a Florida limited liability company; WILLIAM STURTEVANT, an individual; LYNN KNOX, an individual.

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

O. Andrew Wheaton, Esq. (SB#151811), LEE & KENT
 915 Wilshire Blvd., Ste 2050, Los Angeles, CA 90017, Tel. (213) 542-4232

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
 (Place an X in one box for plaintiff and one for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No

☐ **MONEY DEMANDED IN COMPLAINT:** \$

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 18 U.S.C. § 1961 - Civil RICO

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER	LABOR
<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

CV09-8606

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Florida and Georgia

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____

Date 11/23/09

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))